

1 STATE OF CALIFORNIA  
2 ENVIRONMENTAL PROTECTION AGENCY  
3 DEPARTMENT OF TOXIC SUBSTANCES CONTROL  
4

5 In the Matter of ) Docket HWCA 01/02-3019  
6 ) OAH NO..N2002020522  
7 SWEKO PRODUCTS, INC. ) STIPULATION  
8 2455 Palm Street )  
9 Sutter, CA 95982 ) Health and Safety Code  
10 ) Section 25187  
11 Respondent. )  
12 )

13 The State Department of Toxic Substances Control  
14 (Department) and SWEKO PRODUCTS, INC. (Respondent) enter into this  
15 Stipulation and agree as follows:

16 1. A dispute exists regarding the Enforcement Order  
17 issued by the Department on January 14, 2002. (Attached as Exhibit  
18 1.)

19 2. The parties wish to avoid the expense of further  
20 litigation and to ensure prompt action to achieve the Schedule for  
21 Compliance below.

22 3. Jurisdiction exists pursuant to Health and Safety  
23 Code section 25187.

24 4. Respondent timely filed a Notice of Defense.

25 5. Respondent waives any right to a hearing in this  
26 matter.

27 6. This Stipulation shall constitute full settlement of  
28 the violations alleged in the Enforcement Order, but does not limit

1 the Department from taking appropriate enforcement action  
2 concerning other violations.

3 7. Respondent does not contest the allegations made in  
4 the Enforcement Order.

5 SCHEDULE FOR COMPLIANCE

6 8.1. The violations have been corrected.

7 8.2 Submittals: All submittals from Respondent pursuant  
8 to this Stipulation shall be sent simultaneously to:

9  
10 Florence Gharibian, Branch Chief  
11 Statewide Compliance Division  
12 Southern California Branch  
13 Department of Toxic Substances Control  
14 1011 N. Grandview Avenue  
15 Glendale. California 91021

16 8.3. Communications: All approvals and decisions of the  
17 Department made regarding such submittals and notifications shall  
18 be communicated to Respondent in writing by a Branch Chief,  
19 Department of Toxic Substances Control, or his/her designee. No  
20 informal advice, guidance, suggestions, or comments by the  
21 Department regarding reports, plans, specifications, schedules, or  
22 any other writings by Respondent shall be construed to relieve  
23 Respondent of its obligation to obtain such formal approvals as may  
24 be required.

25 8.4. Compliance with Applicable Laws: Respondent shall  
26 carry out this Stipulation in compliance with all local, State, and  
27 federal requirements.

28 8.5. Liability: Nothing in this Stipulation shall  
29 constitute or be construed as a satisfaction or release from  
30 liability for any conditions or claims arising as a result of past,  
31  
32  
33  
34

1 current, or future operations of Respondent, except as provided in  
2 this Stipulation. Notwithstanding compliance with the terms of  
3 this Stipulation, Respondent may be required to take further  
4 actions as are necessary to protect public health or welfare or the  
5 environment.

6 8.6. Extension Approvals: If the Department determines  
7 that good cause exists for an extension, it will grant the request  
8 and specify in writing a new compliance schedule.

9 PAYMENTS

10 9.1 Within 30 days of the effective date of this  
11 Stipulation, Respondent shall pay the Department a total of  
12 \$30,000. Respondent's check shall be made payable to Department of  
13 Toxic Substances Control, and shall be delivered together with the  
14 attached Payment Voucher to:

15 Department of Toxic Substances Control  
16 Accounting Office  
1001 I Street  
17 P. O. Box 806  
Sacramento, California 95812-0806

18 A photocopy of the check shall be sent:

19 To:

20 Florence Gharibian, Branch Chief  
21 Statewide Compliance Division  
Southern California Branch  
22 Department of Toxic Substances Control  
1011 N. Grandview Avenue  
Glendale, California 91201

23  
24 To: Debra Schwartz, Staff Counsel  
Office of Legal Counsel  
25 Department of Toxic Substances Control  
1011 N. Grandview Avenue  
26 Glendale, California 91201

27 9.2 Respondent hereby agrees to send an employee to the  
28 specified California Compliance School (Modules I - IV)..

1 Attendance must be completed and the Respondent must submit a  
2 Certificate of Satisfactory Completion issued by the California  
3 Compliance School to the Department within 185 days of the date of  
4 this Stipulation. In recognition of this educational investment,  
5 the penalty imposed by this Stipulation has been reduced by \$5,000  
6 provided that the employee satisfactorily completes the specified  
7 modules and the Department receives the Certificate of Satisfactory  
8 Completion within 185 days of the effective date of this  
9 Stipulation.

10 If the Respondent fails to submit the certificate as required, the  
11 penalty of \$5,000 is due and payable within 30 days after the 185-  
12 day period expires. The 185-day period may be extended by a  
13 Department Branch Chief upon a written request demonstrating good  
14 cause from the Respondent.

15 If Respondent fails to make payment as provided above, Respondent  
16 agrees to pay interest at the rate established pursuant to Health  
17 and Safety Code section 25360.1 and to pay all costs incurred by  
18 the Department in pursuing collection including attorney's fees.

19 OTHER PROVISIONS

20 10.1. Additional Enforcement Actions: By agreeing to  
21 this Stipulation, the Department does not waive the right to take  
22 further enforcement actions, except to the extent provided in this  
23 Stipulation.

24 10.2. Penalties for Noncompliance: Failure to comply  
25 with the terms of this Stipulation may subject Respondent to civil  
26 penalties and/or punitive damages for any costs incurred by the  
27 Department or other government agencies as a result of such  
28

1 failure, as provided by Health and Safety Code section 25188 and  
3 other applicable provisions of law.

3 10.3 Parties Bound: This Stipulation shall apply to and  
4 be binding upon Respondent and its officers, directors, agents,  
5 receivers, trustees, employees, contractors consultants,  
6 successors, and assignees, including but not limited to  
7 individuals, partners, and subsidiary and parent corporations, and  
8 upon the Department and any successor agency that may have  
9 responsibility for and jurisdiction over the subject matter of this  
10 Stipulation.

11 10.4. Effective Date: The effective date of this  
12 Stipulation is the date it is signed by the Department.

13 10.5. Integration: This agreement constitutes the entire  
14 agreement between the parties and may not be amended, supplemented,  
15 or modified, except as provided in this agreement.

*Surgco Products, Inc.*

16  
17  
18 Dated: 2/19

*[Signature]*  
Signature of Respondent's  
Representative

19  
20  
21 Dated: 3/19/02

*Joseph J. Gharibian, Branch Chief*  
Typed or Printed Name and Title of  
Respondent's Representative

22  
23  
24 Dated 3/25/02

*[Signature]*  
Florence Gharibian, Branch Chief  
Department of  
Toxic Substances Control